

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   8	
2. AMENDMENT/MODIFICATION NO. <b>P00019</b>		3. EFFECTIVE DATE <b>19-Jun-2019</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE <b>NAVJUP FLC JACKSONVILLE CONTRACTS DIV MATTHEW JORDAN 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097</b>		7. ADMINISTERED BY (If other than item 6) CODE <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>METSON MARINE SERVICES, INC. DAN RANDOPOULOS 2060 KNOLL DR #100 VENTURA CA 93003-7391</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N6883617C0004</b>			
				X 10B. DATED (SEE ITEM 13) <b>06-Sep-2017</b>			
CODE <b>1WMH7</b>		FACILITY CODE <b>1WMH7</b>					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.212-4(c)</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>nbzmj011910806</b> 1. Increase the NTE limit of CLIN 1003AB, USMC Option Year 1 NTE Supplies and Services, by \$15,000 to \$40,000. 2. Obligate Funding in the amount of \$5,000 for CLIN 1003AA, USN Option Year 1 NTE Supplies and Services. 3. Obligate Funding in the amount of \$35,000 for CLIN 1003AB, USMC Option Year 1 NTE Supplies and Services 4. Deobligate Funding in the amount of \$236.60 for CLIN 0003AB, USMC Base Year NTE Supplies and Services. 5. Update DFARS Clause 252.232-7007, Limit of Government's Obligation to reflect the increase in obligation for CLINs 1003AA and 1003AB, and the reduction in obligation for CLIN 0003AB. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>KATHLEEN M. MOORMAN / CONTRACT SPECIALIST</b> TEL: 904-790-0442 EMAIL: kathleen.m.moorman@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>19-Jun-2019</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

252.232-7007      Limitation Of Government's Obligation

APR 2014

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$15,000.00 from \$6,349,960.58 to \$6,364,960.58.

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 1003AB

The pricing detail quantity has increased by 15,000.00 from 25,000.00 to 40,000.00.

The total cost of this line item has increased by \$15,000.00 from \$25,000.00 to \$40,000.00.

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$39,763.40 from \$5,011,181.63 to \$5,050,945.03.

## SUBCLIN 0003AB:

AD: 1781106 3B1D 257 67856 067443 2D M06050 00 8RCQQ0022GDC (CIN M0605018RCQQ0020002) was decreased by \$236.60 from \$16,000.00 to \$15,763.40

## SUBCLIN 1003AA:

AM: 1791804 22M1 260 3595P 056521 2D CP4902 00 0610A9BTBOHT (CIN N0610A19RCP49021003AA) was increased by \$5,000.00 from \$5,000.00 to \$10,000.00

## SUBCLIN 1003AB:

AK: 1791106 3B1D 252 67856 067443 2D 3B1D 00 05019RCQQ002 (CIN M0605019RCQQ0021003AB) was increased by \$35,000.00 from \$5,000.00 to \$40,000.00

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1003AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 09-OCT-2018 TO 08-OCT-2019	N/A	NAVAL DIVING & SALVAGE TRAINING CENTER WILLIAM CRIDER 350 SOUTH CRAG ROAD PANAMA CITY FL 32407-7016 850-230-7260 FOB: Destination	N0610A

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 09-OCT-2018 TO 08-OCT-2019	N/A	NAVAL DIVING & SALVAGE TRAINING CENTER WILLIAM CRIDER 350 SOUTH CRAG ROAD PANAMA CITY FL 32407-7016 850-230-7260 FOB: Destination	N0610A

The following Delivery Schedule item for SUBCLIN 1003AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 09-OCT-2018 TO 08-OCT-2019	N/A	NAVAL DIVING & SALVAGE TRAINING CENTER WILLIAM CRIDER 350 SOUTH CRAG ROAD PANAMA CITY FL 32407-7016 850-230-7260 FOB: Destination	N0610A

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 09-OCT-2018 TO 08-OCT-2019	N/A	NAVAL DIVING & SALVAGE TRAINING CENTER WILLIAM CRIDER 350 SOUTH CRAG ROAD PANAMA CITY FL 32407-7016 850-230-7260 FOB: Destination	N0610A

The following have been modified:

252.232-7007    LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

**BASE YEAR**

(a) Contract line item(s) 0003AA, 0003AB, 0003AC, 0003AE, and 0004 is/are incrementally funded. For this/these item(s), the sum of \$532,494.50 of the total price of \$1,145,000 (NTE) is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

At award:

CLIN 0003AA: \$5,000 (of total \$75,000)

CLIN 0003AB: \$5,000 (of total \$25,000)

CLIN 0003AC: \$5,000 (of total \$25,000)

CLIN 0003AD: \$0.00 (of total \$1,000,000) Will be provided when a requirement occurs

CLIN 0003AE: \$0.00 (of total \$20,000) Will be provided when a requirement occurs:

P00002:

CLIN 0003AD: DELETED BY P00002

CLIN 0004: \$14,552.00 (of total \$1,000,000)

P00003:

CLIN 0004: \$301,727.39 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$316,279.39

CLIN 0004: \$23,719.98 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$339,999.37

P00006:

CLIN 0004: \$ 6,431.45 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$346,430.82

P00007:

CLIN 0004: \$ 8,900.28 (of total \$1,000,000)

Total amount of CLIN 0004 funded to date: \$355,331.10

P00008:

CLIN 0003AA: \$5,000.00 (of total \$75,000)

Total amount of CLIN 0003AA funded to date: \$10,000.00

P00009:

CLIN 0004: \$141,400.00 (of total \$1,000,000)

P00010:

CLIN 0003AA: \$5,000.00 (of total \$75,000)

CLIN 0003AB: \$11,000.00 (of total \$25,000)

P00019:

CLIN 0003AB: -\$236.60 (of total \$25,000)

End of Base Year

**OPTION YEAR ONE**

(a) Contract line item(s) 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, and 1003AE, and 1003AF is/are incrementally funded. For this/these item(s), the sum of \$472,014.90 of the total price of \$1,173,524.95 (NTE) is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

The total price for contract line items CLIN 1002, NDSTC FLAT RATE, and associated SubCLINS 1002AA, 1002AB, 1002AC, 1002AD, and 1002AE is \$13,524.95. Funding for CLIN 1002, NDSTC FLAT RATE, and associated SubCLINS 1002AA, 1002AB, 1002AC, 1002AD, and 1002AE in the amount of \$0.00 is presently available. The Government will allot the remaining funds up to \$13,524.95 on or before 8 October 2019.

Funding provided in P00012, exercise of Option Year I

CLIN 1002AA: \$0 (of total \$1,522.50)

CLIN 1002AB: \$0 (of total \$1,218.00)

CLIN 1002AC: \$0 (of total \$2,030.00)

CLIN 1002AD: \$0 (of total \$5,328.75)

CLIN 1002AE: \$0 (of total \$3,425.70)

Funding under CLIN 1003, SUPPLIES AND SERVICES (NTE) and associated SubCLINs within the schedule shall be funded incrementally based on Government approved purchases. The total NTE price for contract line items 1003AA, 1003AB, 1003AC, 1003AD, 1003AE, and 1003AF is \$1,145,000.00. Funding for contract line items 1003AA, 1003AB, 1003AC, 1003AD, 1003AE, and 1003AF in the amount of \$432,014.90 is presently available. The Government will allot the remaining funds up to \$712,985.10 on or before 8 October 2019 based on approved purchases.

Funding provided in P00012, exercise of Option Year I

CLIN 1003AA: \$5,000.00 (of total \$75,000)

CLIN 1003AB: \$5,000.00 (of total \$25,000)

CLIN 1003AC: \$5,000.00 (of total \$25,000)

CLIN 1003AD: \$404,319.94 (of total \$1,000,000)

CLIN 1003AE: \$0 (of total \$20,000)

Funding provided in P00014

CLIN 1003AD: Total has changed to \$950,000

CLIN 1003AF: \$5,416.36 (of total \$50,000)

Funding provided in P00015

CLIN 1003AE: \$7,278.60 (of total \$20,000)

Funding provided in P00019

CLIN 1003AA: \$5,000.00 (of total \$75,000)

CLIN 1003AB: Total has changed to \$40,000

CLIN 1003AB: \$35,000.00 (of total \$40,000)

End of Option Year 1

(End of clause)

(End of Summary of Changes)